

# **Exhibit C**

## **ARTICLE 9 INDEMNIFICATION**

DQ&E agrees to indemnify, defend, and hold harmless IP from and against any and all claims, losses, demands, liens, causes of action or suits, judgments, fines, assessments, liabilities, damages and injuries (including death) of whatever kind or nature, to any persons or property arising out of DQ&E's or its subcontractors' or agents' actions or operations or performance or non-performance under this Agreement. Nothing herein shall be construed as obligating DQ&E to indemnify IP from IP's own active negligence or willfully wrongful acts. DQ&E expressly waives any immunity from suit by IP which might otherwise be conferred by the Workers' Compensation laws or similar railroad industry insurance requirement which would preclude enforcement of the above indemnification clause by IP. DQ&E further agrees to pay all reasonable attorney fees incurred by IP in securing compliance with the above indemnification provisions.